

WARRANTY DEED

GROVE PARTNERS, LLC,
GRANTOR

TO

SEMBEKS MS, LLC,
GRANTEE

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, **Grove Partners, LLC**, a Mississippi limited liability company, does hereby sell, convey, and warrant unto **SEMBEKS MS, LLC**, a Mississippi limited liability company ("Grantee"), the land lying and being situated in DeSoto County, Mississippi, described as follows, to wit (the "Property"):

Lot 7P of the Final Plat, Third Revision to Lot 7G of the Sixth Revision to Section "B", Briargate Commercial Subdivision, recorded in Plat Book 105, Page 2, in the Chancery Court Clerk's Office of DeSoto County, Mississippi Section 31, Township 1 South, Range 7 West

The warranty in this Deed is subject to the restrictions, covenants, rights of way and easements for public roads and public utilities set forth on Exhibit A, attached hereto and incorporated herein by reference, and to all building, zoning, subdivision and health department ordinances and regulations in effect in the City of Southaven and DeSoto County, Mississippi.

IT IS AGREED and understood that the 2007 City of Southaven and 2007 DeSoto County realty taxes have been prorated between Grantor and Grantee as of the date hereof and (a) Grantor will pay the 2007 City of Southaven and 2007 DeSoto County realty taxes for tax parcel # 1-07-9-31-08-00007-05 when due, and (b) Grantee will pay the 2007 City of Southaven and 2007 DeSoto County realty taxes for tax parcel # 1-07-9-31-08-00007-12 when due. Possession is to be given with delivery of this Deed.

Evans Petree e

WITNESS the signature of the Grantor to this Warranty Deed this the 27th day of September, 2007.

GROVE PARTNERS, LLC
(a Mississippi limited liability company)

By: 
Meredith L. McCullar

Title: Authorized Member-Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of September, 2007, within my jurisdiction, the within named Meredith L. McCullar, who acknowledged that he is an Authorized Member-Manager of **Grove Partners, LLC**, and that for and on behalf of the said Gove Partners, LLC, and as its act and deed, he signed, delivered and executed the above and foregoing instrument, after first having been duly authorized by the said Grove Partners, LLC to do so.



Notary Public

My Commission Expires:
3-31-2010



MY COM. EXPIRES 3-31-2010

Grantor's Address:

Grove Partners, LLC
6075 Poplar Avenue
Suite 103
Memphis, TN 38119
(901) 767-3766

Grantee's Addresses:

SEMBEKS MS, LLC
122 South Main Street
Memphis, TN 38103
(901) 378-0694

Prepared By:

Harris Shelton Hanover Walsh, PLLC
6060 Poplar Avenue
Suite 450
Memphis, TN 38119
(901) 682-1455

Return To:

Evans & Petree PC
100 Ridgeway Loop Road
Suite 200
Memphis, TN 38120
Attention: E. Woods Weathersby, Esq.
901-525-6781

Indexing:

Located in NE Quarter of Section 31, Township 1 South, Range 7 West,
DeSoto County, Mississippi

EXHIBIT A

1. City of Southaven and DeSoto County taxes for the year 2007, not yet due and payable.
2. Subdivision restrictions, building lines and easements of record in Plat Book 54, Page 33, Plat Book 78, Page 2, Plat Book 57, Page 40, Plat Book 60, Page 25, Plat Book 85, Page 15, Plat Book 70, Page 37, Plat Book 56, Page 17, Plat Book 92, Page 2, Plat Book 96, Page 46 and Plat Book 105, Page 2 in the Chancery Court Clerk's Office of DeSoto County, Mississippi.
3. Building Lines, Utility Easements and Notes as shown on Final Plat, Fifth Revision to Section "B" Briargate Commercial Subdivision of record in Plat Book 78, Pages 2-3, and Final Plat, Sixth Revision to Section "B", Briargate Commercial Subdivision, of record in Plat Book 85, Page 15, in the Chancery Court Clerk's Office of DeSoto County, Mississippi (Note: Prior Revisions to said Final Plat, Fifth Revision, were superseded).
4. Right-of-Way Instrument (Entergy Mississippi, Inc.) of record in Deed Book 373, Page 784 in the aforesaid Clerk's Office.
5. Drainage Easements reserved pursuant to the Second Amendment to Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Goodman Road Business Park (AKA Briargate Commercial Subdivision) and Reservation of Drainage Easements of record in Book 495, Page 411, as re-recorded in Book 496, Page 406, in the aforesaid Clerk's Office.
6. Matters shown on that certain ALTA/ACSM Boundary Survey dated July 17, 2007 by Jones-Davis & Associates, Inc.
7. Restrictive Covenant of record in Book 499, Page 534 in the aforesaid Clerk's Office.
8. Right-of-Way Instrument (Entergy Mississippi, Inc.) of record in Book 545, Page 565 in the aforesaid Clerk's Office.
9. Easement of record in Book 374, Page 784 in the aforesaid Clerk's Office.
10. Assessments levied by Goodman Road Business Park Owners Association, Inc. (if any).